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05-02

AGREEMENT

between the

CAPE MAY CITY EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION OF CAPE MAY CITY

COUNTY OF CAPE MAY, NEW JERSEY

1969-7<sup>0</sup>

## PREAMBLE

This agreement is entered into this third day of November , 1969 by and between the Board of Education of the City of Cape May, New Jersey, hereinafter called the "Board", and the Cape May City Education Association hereinafter called the "Association". The duration of this agreement will be as provided in Article XVI. The end result of this agreement is to provide better education for the pupils within the district.

## ARTICLE I

### RECOGNITION

1. Be it resolved by the Board of Education of the City of Cape May, New Jersey, pursuant to Chapter 303 of 1968 Public Laws of the State of New Jersey, known as the New Jersey Employer-Employee Relations Act, the Cape May City Board of Education hereby recognizes the Cape May City Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated teacher personnel under contract with the Board, but excluding Board Secretary, Principal and Vice Principal.
2. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

## ARTICLE II

### NEGOTIATION PROCEDURE

1. In accordance with the provisions of Chapter 303, Public Laws 1968, the parties agree to commence collective negotiations on a successor agreement not later than December 1 of the calendar year preceding the calendar year in which this Agreement expires.
2. Upon reasonable request by the president of the Association, the Board agrees to make known to the president when and where the Association

may obtain documents that the Board is required by law to release.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### A. Definition

1. A grievance is a claim based upon an event or condition other than one created by budget decisions of the Board and approved by the taxpayers that affects the welfare, functional ability or working conditions of a teacher or group of teachers. Any individual member of the staff shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. He shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate a representative of the Cape May City Education Association or another person of his own choosing to appear with him or for him at any step in his appeal. The term "grievance" shall not apply to: (1) any matter for which a method of review is prescribed by law or (2) any rule or regulation of the State Commissioner of Education or (3) existing by-laws of the Board of Education or (4) any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone or (5) a complaint of a non-tenure

teacher which arises by reason of his not being re-employed (the Association reserves the right to support a non-tenure teacher when the Association feels the teacher is worthy of support); or (6) a complaint by any certificated personnel occasioned by appointment or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or required.

A grievance to be considered under this procedure must be initiated in writing within thirty (30) calendar days from the time of its occurrence.

#### B. Procedure

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.  
(b) It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
2. Any teacher who has a grievance shall discuss it first with his principal in an attempt to resolve the matter informally at that level.
3. If as a result of the discussion the matter is not resolved to the satisfaction of the teacher within five (5) school days, he shall initiate a grievance in writing to the principal. The principal shall communicate his decision to the teacher in writing within three (3) school days of receipt of the written grievance.

4. The teacher may then present his case to the Association for further action, if so desired as set forth in the procedure. The teacher will take this action in writing within three (3) days a copy of letter to the Principal. The Association shall act within five (5) days of receipt of the teacher's grievance and will make known its decision in writing to the teacher and the principal.
5. If the grievance is not settled the teacher may request in writing through the principal to present his grievance directly to the Board Grievance Committee who shall act within ten (10) days after receipt of the grievance in writing, and shall convey in writing the decision to the griever through the principal.
6. If the grievance is not settled to the employee's satisfaction he may request, through the principal in writing, a meeting with the Board of Education. The principal shall attach all related papers and forward the request to the Board of Education. The Board of Education shall review the grievance, hold a hearing with the employee, and render a decision in writing within twenty (20) calendar days.
7. If the aggrieved person is not satisfied with the disposition of his grievance, he may submit his grievance to advisory arbitration. If the Association determines that the grievance is meritorious it may submit the grievance to advisory arbitration.
8. The Cape May City Education Association will report to the Board within ten (10) days after the Board's decision was rendered, and may submit the matter to advisory arbitration pursuant to the following procedure:
  - (a) A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  - (b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
  - (c) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from

the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

#### C. Rights of Aggrieved to Representation

- (1) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.
- (2) When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance, to the principal or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.
- (3) The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievances.

#### D. Costs

- (1) Each party will bear the total cost incurred by themselves.
- (2) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs will be shared equally.
- (3) If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. If the arbitrator rules favorably for the employee, the Board of Education will pay the salary for the time lost; if the ruling is against the

employee, time lost must be without pay.

ARTICLE IV  
TEACHER RIGHTS

- A. No teacher shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- B. Whenever any teacher is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- C. The Board and the Association agree that no teacher be required under any circumstances to transport a student in a private automobile.

ARTICLE V  
ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association may be permitted to transact official Association business on school property at reasonable times provided that they abide by Board policy #1410.3.
- B. School employees may use building at any time and are the responsibility of the administrative principal. (#1410.15.)
- C. The Association shall have the exclusive use of a bulletin board in the faculty lounge in the building. Copies of all materials to be posted on such bulletin boards shall be given to the principal.
- D. The Association may use the school mail boxes in a reasonable manner with the permission of the principal.
- E. Material addressed to building representatives received in the building will be placed in their mailboxes.

F. The president of the Association or his representative shall enjoy freedom to enter and leave his building at reasonable times when school is in session and if not otherwise assigned, provided he notified his principal.

G. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

#### ARTICLE VI

##### SCHOOL CALENDAR

A. Prior to April 1, 1969 the Association shall meet with the principal and submit its recommendations for the calendar for the 1969-70 school year.

#### ARTICLE VII

##### SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedule 'A' which is attached hereto and made a part hereof and subject to existing rules and regulations for application of this schedule, as set forth in our standard teachers' contract form as approved by the N. J. State Commissioner of Education.

B. The nurse's salary shall be negotiated by the Association at time of teachers' salary negotiations.

C. 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semimonthly installments. Payment shall be made not later than the fifth and twentieth of each month.

2. (a) Teachers may individually elect to have ten (10%) percent of their monthly salary deducted from their pay. Payments of these funds will be made in June

(b) A teacher who selects the option of summer payment shall have this option

after completion of the evaluation.

## ARTICLE XI

### SICK LEAVE & TEMPORARY LEAVES OF ABSENCE

A. SICK LEAVE. As of September 1, 1969, all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. TEMPORARY LEAVES OF ABSENCE. All teachers shall be entitled to three (3) non-accumulative personal leave days without refund from teacher within each school year, provided that a formal request is initiated stating the reasons therefor. Said request shall be approved by the principal and shall have been submitted at least five (5) school days prior to the date requested, except in extreme emergency. A copy of each request shall be filed with the principal. Except in emergency, personal leave shall not be granted at the beginning or at the end of the school year, or immediately prior to or after any scheduled vacation period or school holiday.

C. In case of absence on account of death of husband or wife, mother or father, son or daughter, brother or sister, full salary shall be paid for a period of up to five (5) consecutive weekdays, except Saturday. This provision will also apply in the case of death of another member of the immediate household of the teacher.

D. One day's absence without loss of pay shall be allowed to attend the funeral of grandparents, great-grandparents, aunt, uncle, niece, nephew, first cousin or any in-law or close friend not covered by the preceding paragraphs.

E. Three days not accumulative. Serious illness in immediate family. (Board policy #4151.2)

F. All requests for permission to be absent for reasons other than illness must be made in writing by the teacher to the principal, including specific time required and reason for absence in accordance with the foregoing.

## ARTICLE XII — EXTENDED LEAVES OF ABSENCE

A. Any teacher who has served continuously in the Cape May City Public School for a

period of at least ten years may, on the recommendation of the principal, be granted sabbatical leave of absence not exceeding one year for the following purposes

- (1) approved study
- (2) approved travel

B. A teacher on sabbatical leave shall receive the difference in salary, if any, paid to a replacement teacher had he/she remained in the school system that year.

Requests for leave of absence shall be made before November 1 of the school year previous to the school year for which leave of absence is requested.

A teacher returning from sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the school system. The difference in salary, if any, will be paid to the teacher in the first pay of the following teaching year.

C. Any married woman teacher, under tenure, who shall have advanced three (3) months in pregnancy shall advise the principal, in writing, and shall provide a doctor's certificate which indicates either how far she is advanced in pregnancy or the expected date of confinement. The teacher shall be placed upon leave of absence at the beginning of the fifth month of pregnancy, without salary, except that the teachers may be permitted to remain until the beginning of the sixth month upon her written request and with the advice and recommendation of the school medical inspector.

This leave shall terminate on the opening day of school in September following the birth of the child.

D. A married woman teacher, not under tenure, shall follow the same procedures outlined above and she must resign her position. She may, however, be permitted to continue in the assignment until the sixth month of pregnancy, upon her written request and with the advice and recommendation of the school medical inspector.

The principal will recommend to the Board when the teacher is ready to work again and the decision of the Board as to reinstatement will be final.

E. The Board may grant a leave of absence without pay to any teacher to serve in a

F. Other leaves of absence without pay may be granted by the Board for good reason.

G. 1. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Sections D, E or F of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure. Applications for leave are subject to the approval of the principal.

2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and every effort shall be made to assign him to the same position which he held at the time said leave commenced, if available.

H. All extensions or renewals of leaves shall be applied for in writing. If the Board approves such application, the teacher shall be notified in writing.

#### ARTICLE XIII

##### PROTECTION OF TEACHERS

A. The principal shall be chairman of a joint committee appointed by the Association and the Board, consisting of three representatives from each group, to study incidents of assault and accident involving teachers which may be connected with their employment, and shall file a report with the Board of Education through the principal on each such incident.

B. Teachers shall immediately report cases of assault or accident suffered by them in connection with their employment to their principal or other immediate supervisor.

#### ARTICLE XIV

##### BOARD RIGHTS

A. The Association recognizes that the Board may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board.

B. It is understood by all parties that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

#### ARTICLE XV

##### MISCELLANEOUS PROVISIONS

continued once selected, until notification of his wish to discontinue is presented to the Board Secretary in writing; such notice must be received on or before June 1 for it to be effective for the next following academic year.

3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
4. Teachers shall receive their final checks on the last working day in June, provided that all school equipment is returned and standard checkout procedures completed.

#### ARTICLE VIII

##### TEACHER ASSIGNMENT

- A. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 1.
- B. Teachers shall be given written notice of their assignments not later than June 1. The administration may alter, modify or change such assignments in the event of unusual circumstances or emergencies.

#### ARTICLE IX

##### TRANSFERS AND ASSIGNMENTS

- A. Teachers who desire a change in grade and/or subject assignment where a vacancy occurs may file a written statement of such desire with the principal not later than June 1 of the academic year for which the change is desired. Such statement shall include the grade and/or subject to which the teacher desires to be assigned. Such request must be renewed in writing each year if it is not granted on initial application.

#### ARTICLE X

##### TEACHER EVALUATION

- A. A teacher shall have the right to see all evaluation reports prepared by his evaluators, and a teacher shall have the right to a copy of any negative evaluation if he requests a copy.
- B. A teacher shall have the right, upon request, to a conference with his evaluator